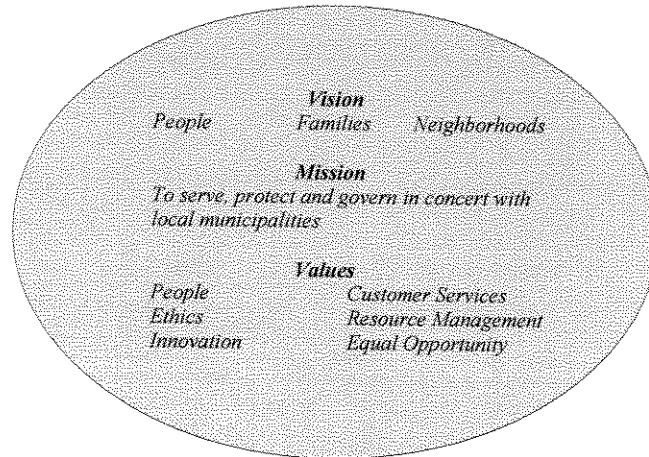


**FULTON COUNTY**



**PURCHASING DEPARTMENT  
REQUEST FOR PROPOSAL NO. 05RFP43449YA**

## **STATE COURT E-FILING SYSTEM**

**For**

**STATE COURT**

**RFP DUE DATE AND TIME: May 26, 2005, 11:00 A.M.**  
**PRE-PROPOSAL CONFERENCE DATE AND TIME: May 5, 2005, 10:00 A.M.**  
**PURCHASING CONTACT: TONI DARDEN at (404)-730-4200**  
**E-MAIL: [toni.darden@co.fulton.ga.us](mailto:toni.darden@co.fulton.ga.us)**

**LOCATION: FULTON COUNTY PURCHASING DEPARTMENT  
130 PEACHTREE STREET, S.W., SUITE 1168  
ATLANTA, GA 30303**

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## SECTION 1 INTRODUCTION

### 1.1 OVERVIEW

The purpose of this Request for Proposals (RFP) is to provide the State Court of Fulton County and its Magistrate Division with an electronic filing system for civil cases. An electronic filing system, for purposes of this RFP, is defined as any system where electronic filing forms and images are transmitted via the Internet. This proposal for e-filing via the Internet should be at no cost to the State Court of Fulton County. Further, as electronic filing forms and images are transmitted, the Proposer's system organizes said filings on its own server; organizes them by appropriately associating them within sub-files associated with the court case number; provides the pleading name for the filing with in that case file; provides the name of the party filing with in that case file; places all filings within a case file in sequential order and provides and associated image with each file. This system should also include the ability to offer 24/7 access. This system must be capable of accepting payments and transmitting the payments to the court. The cost and the expenditures incurred by the Proposer to provide this service are recouped by a fee, in addition to and separate from statutory court filing fees, charged to litigants who file pleadings with the Court over the Proposer's system. This is a partnership that should benefit the State Court of Fulton County, the judicial community, the viewing public and the Proposer. An essential element of this proposal is ensuring that the Chief Clerk of Fulton County State Court maintains custody and control of all data and images filed by users over the Proposer's system.

Through the issuance of this Request for Proposal ("RFP"), the County is soliciting proposals from qualified Proposers for the Electronic Filing System.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 3, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 4. Based on the results of the evaluation, the County will award the Electronic Filing System to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

### 1.2 SCOPE OF WORK/BACK GROUND

- A. Description of The State Court of Fulton County** Established pursuant to an act of the Georgia Legislature in 1913, the State Court of Fulton County consists of ten (10) judges at the Justice Center Tower handling civil trial courts matters. Established pursuant to an Act of the Georgia Legislature in 1982, the Magistrate Court of Fulton County consists of five (5) full-time judges and two (2) or more part-time judges at the Justice Center Tower. There are two (2) court annexes with one

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(1) full-time judge at each satellite location. These courts have jurisdiction over dispossessory or landlord-tenant cases, as well as civil small claim actions involving no more than \$15,000. The Chief Clerk of State Court manages, among other things, the paper filings for both State and Magistrate Courts. Thus, the term "State Court" or "Court" in this RFP includes State Court, Magistrate Court and the Chief Clerk's office. All State and Magistrate Court records are public records under the Georgia Open Records Act and can be viewed by anyone, unless sealed by court order or exempted from the Open Records Act.

- B. Description of the Number of Filings in Fulton County State Court.** This proposal covers civil cases. This proposal does not cover criminal cases. The following Table 1 illustrates the number of new filings for the last three (3) years in each of the case types that could possibly be filed electronically. See Appendix A for a specific break down by case type and court for each year.

Table 1

	2001	2002	2003	2004
Magistrate Court Civil	8,356	7,932	8,767	9,729
State Court Civil	43,254	45,951	46,077	46,860

- C. Description of an Initial Case Filing.** A case filing is described as the complaint, all pleadings, filing documents, and associated fees. A filing must include the following information that will populate the current case management system and forms: case number, court location, case type, attorney information (including the attorney State Bar number), and party information (names, locators and demographics).
- D. Description of Filings/Pleadings Subsequent to the Initial Case Filing.** Any filings, pleadings, and documents filed subsequent to the initial case filing must reference the case number associated with the initial case and the attorney's name and State Bar number. All images associated with filings must have both a non-editable, frozen image and an editable image or document attached with which litigants can work.
- E. Description of File Access.** Proposer will make available, at no charge to the Fulton County State Court, all files necessary to incorporate into the Civil Case Management System. These files will be stored at a location that is maintained by the Proposer and at the county. File Transfer Process access will be provided to the Court for the purpose of downloading the files. Files will be stored on the Proposer's server in a .ZIP format created using the WINZIP program. There will be one (1) file for each work day and this file will contain: one (1) index file in a text format which is comma delineated and PDF files for each case submission. The Proposer will forward to an FTP site all new files from the previous day. The Court will have

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unrestricted access to the FTP site. The Proposer will provide a server and allow the Court to keep the server within County IT premises and use for e-filing for at least 180 days after expiration or termination of the Contract. The provided or loaned server will have at least one (1) TB of storage capacity and have any software the Court will need to create a mirror image of the vendor's data and images in the Proposer's database. The server will be maintained within IT. All other files will be archived at the Proposer's site as well as with the County's IT Department and will be available (at no cost) to the Court upon request for at least two (2) years after the cessation or termination of services. The information stored on the text file should be cumulative, i.e. it should contain case information for all case submissions up to the current date. Please see Section IV, PART L.

**F. Description of Reporting Capability.** The chosen Proposer will provide to the Court at the minimum the ability to run the following types of reports:

1. Create a report that will provide the number of cases filed for a specified period of time. This time frame will be daily, weekly, monthly, or user defined.
2. Create a report on the types of cases being filed and the number of each for a specified period. This report will include case number, filing date and parties names. This time will be daily, weekly, monthly or user defined.
3. Create a report on who is submitting the cases. This report will include the name of the law firm, case number, filing date, parties' names, and the attorney of record, the attorney's State of Georgia Bar Identification Code, the type of case filed and the total number of pages in the file. This report will be designed to be run daily, weekly, monthly, or user defined.
4. Create a report that lists any case where a motion has been filed and either all parties associated with the case have responded to the motion or the time to respond to the motion has lapsed.
5. All the above reports need to be able to be combined if needed into one report for ease of use by the user.

### **1.3 PURCHASING THE RFP**

This document and supporting documents can also be downloaded at the Fulton County Website, <http://www.co.fulton.ga.us/> under "Bid Opportunities".

### **1.4 PRE-PROPOSAL CONFERENCE**

The County will hold a Pre-Proposal Meeting, which is on **Thursday, May 5, 2005 at 10:00 A.M.** in the Purchasing Department, Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303. A site visit will

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follow the Pre-Proposal Meeting for anyone wishing to see the site. Attendance at the Pre-Proposal Meeting is voluntary for responding to this RFP. Proposers are encouraged to attend the Pre-Proposal Meeting, since it is an opportunity to discuss issues regarding the services sought by the County through the RFP.

## **1.5 PROPOSAL DUE DATE**

All proposals are due in the Purchasing Department of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **Thursday, May 26, 2005 at 11:00 AM**, legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Purchasing Department. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

## **1.6 DELIVERY REQUIREMENTS**

Any proposals received after the above stipulated due date and time will not be considered and will be rejected and returned. It shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the Proposer shall be responsible for its timely delivery to the department of Purchasing.

## **1.7 CONTACT PERSON AND INQUIRIES**

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person, Toni Darden, Assistant Purchasing Agent, Fulton County Purchasing Department, 130 Peachtree Street, S.W., Suite 1168, Atlanta, GA 30303, phone (404)730-4200, fax (404)224-1034, [toni.darden@co.fulton.ga.us](mailto:toni.darden@co.fulton.ga.us). Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

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## **SECTION 2 INSTRUCTIONS TO PROPOSERS**

### **2.1 PROCUREMENT PROCESS**

The procurement will be on a formerly advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their proposal will be disqualified as being non-responsive.

### **2.2 CONTRACT/DEFINITIONS**

In addition to any other terms that may be defined in this solicitation, the following terms have the following meaning:

Addendum – Revision to the RFP documents issued by the County prior to the receipt of proposals.

Agreement – refers to the executed contract between the County and Contracting Entity.

County – Fulton County Government and its authorized representatives.

Contact Person – Purchasing staff designated by the Fulton County Department of Purchasing to submit any questions and suggestions to.

Owner – Fulton County Government

Scope of Work – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

### **2.3 NO CONTACT DURING PROCUREMENT PROCESS**

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected



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official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

## **2.4 CLARIFICATION & ADDENDA**

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests received after **Tuesday, May 10, 2005 at 5:00 P.M.**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (letter, fax or email) to:

**Fulton County Department of Purchasing**  
**Attn: Toni Darden, Assistant Purchasing Agent**  
**Public Safety Building**  
**130 Peachtree Street S.W. Suite 1168**  
**Atlanta GA 30303**  
**Email: [toni.darden@co.fulton.ga.us](mailto:toni.darden@co.fulton.ga.us)**  
**F: 404-893-1744 or 404-730-0358**

**RE: #05RFP43449YA State Court Filing System**

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All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP to all persons registered with the County to have received a copy of the RFP.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers who submit a proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be distributed to those who have been issued a copy of this RFP. Additionally, the addenda will be posted on the Fulton County website, [www.co.fulton.ga.us](http://www.co.fulton.ga.us). These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge by submitting an executed acknowledgment form included as Technical Proposal Form 2. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

## **2.5 TERM OF CONTRACT**

The initial term of the contract shall be for five (5) years with two (2), one (1) year renewal options.

## **2.6 REQUIRED SUBMITTALS**

This is a checklist for the forms and affidavits that must be submitted. This section does not contain instructions for submission.

- Technical Proposal
- Cost Proposal
- Certification of Acceptance of Proposal Requirements
- Receipt of Addenda
- Procurement Affidavits
  - Certification Regarding Debarment
  - Non-Collusion Affidavit of Prime Offeror
  - Non-Collusion Affidavit of Subcontractor
- Insurance and Risk Management Provisions
- Contract Compliance Forms
  - Exhibit A - Promise of Non-Discrimination
  - Exhibit B - Employment Report
  - Exhibit C - Schedule of Intended Subcontractor Utilization

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- Exhibit D - Letter of Intent to Perform As a Subcontractor
  - Exhibit E - Declaration Regarding subcontractor Practices
  - Exhibit F - Joint Venture Disclosure Affidavit
  - Equal Business Opportunity (EBO) Plan

## **2.7 PROPOSAL EVALUATIONS**

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by a selection committee composed of two/three members from State Court and one/two Purchasing Staff who will review the proposal submittals in accordance with the submittals requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits.

## **2.8 DISQUALIFICATION OF PROPOSERS**

The submission of more than one (1) proposal to the County as the primary Proposer or member of a joint venture for the same work by an individual firm, partnership or corporation under the same or different names may be considered as sufficient for disqualification of a Proposer and the rejection of the proposal.

## **2.9 RESERVED RIGHTS**

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest proposer and the County reserves the right to award the contract to the responsible Proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

## **2.10 APPLICABLE LAWS**

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their

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complaints in the manner provided in the Fulton County Code of Laws §2-324 which is incorporated by reference herein.

#### **2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS**

Pursuant to Fulton County Code 102-357, Prime Contractors on the project must perform no less than fifty-one percent (51%) of the scope of work required under the project

#### **2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS**

Insurance and Risk Management provisions and Indemnification and Hold harmless provisions are outlined in Section 7 of this RFP.

#### **2.13 ACCURACY OF RFP AND RELATED DOCUMENTS**

The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.7 in writing at the following address: Fulton County Purchasing Department, Public Safety Bldg, 130 Peachtree Street S.E., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

#### **2.14 RESPONSIBILITY OF PROPOSER**

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its proposal. Proposers are reminded of Fulton County's "**No Contact During Procurement**" policy and may only contact the person designated by the RFP.

#### **2.15 CONFIDENTIAL INFORMATION**

If any proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The County, at its sole discretion and subject to applicable law, will

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determine whether such exemption applies. The County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the County's decisions in this regard. Marking all or substantially all of a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the County, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

## **2.16 COUNTY RIGHTS AND OPTIONS**

This RFP constitutes an invitation to submit proposals to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

- This RFP does not obligate the County to select, procure or contract for any services whatsoever.
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a proposal, agrees to be bound by any modifications made by the County.
- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- The County reserves the right to reject all proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- The County reserves the right to waive any technicalities or irregularities in the proposals.
- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.

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- The County may request Proposers to send representatives to the County for interviews and presentations.
  - To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting proposal(s), which are found to be reasonably susceptible for award.
  - The County reserves the right to discontinue negotiations with any selected Proposer.
  - The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
  - All proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the proposals without further cost to the County.
  - The County may add to or delete from the Project Scope of Work set forth in this RFP.
  - Any and all proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
  - Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
  - The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any proposal and to observe and investigate the operations of such facilities.
  - The County reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.

By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

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## **2.17 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS**

Each proposal, including preparation of all information required to be included in a proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered into in connection with developing the proposal. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

## **2.19 TERMINATION OF NEGOTIATIONS**

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the County determines that such Proposer is failing to progress in the negotiations or if the terms of its proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The County will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the County.

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**FULTON COUNTY PURCHASING DEPARTMENT**  
**REQUEST FOR PROPOSAL (RFP) GENERAL REQUIREMENTS**  
**#05RFP43449YA STATE COURT E-FILING SYSTEM**

The following information pertains to the submission of a proposal to Fulton County ("County"), and contains instructions on how proposals must be presented in order to be considered. If specific conditions or instructions in the text of the Request for Proposal ("RFP") conflict with the General Requirements as listed here, those conditions or instructions in the RFP shall prevail.

1. Proposals submitted in response to the attached RFP must be formatted as specified in the RFP. Additional sheets, literature, etc., should be clearly identified.
2. The original and the required number of copies of the proposal must be returned to:

Fulton County Purchasing Agent  
Fulton County Purchasing Department  
130 Peachtree Street, S.W., Suite 1168  
Atlanta, Georgia 30303

3. The envelope in which the proposal is submitted must be sealed and clearly labeled with the RFP project name and number, due date and time, and the name of the company or individual submitting the proposal. Proposals must be received by the opening date and time shown on this RFP in order to be considered. The Purchasing Agent has no obligation to consider proposals which are not in properly marked envelopes. The Technical Proposal, Cost Proposal and Contract Compliance submittals shall be submitted in separate sealed envelopes. The inclusion of any cost information in the Technical Proposal may result in such proposal being rejected by the County.
4. Proposals received after the time and date specified will not be opened or considered.
5. By submitting a signed proposal, Offeror agrees to accept an award made as a result of the submission of the prices and terms contained in that proposal. Prices proposed must be audited by the Offeror to insure correctness before the proposal is submitted. Person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of the RFP and proposal shall become a valid contract between



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Fulton County and the Offeror upon notice of award of contract in writing and/or issuance of a purchase order.

6. Any contract awarded as a result of this proposal, shall comply fully with all Local, State, and Federal laws and regulations.
7. Absolutely no fax proposals or reproduction proposals will be accepted, except that if multiple copies of the proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.
8. Type or neatly print company name, as well as the full legal name and title of the person signing the proposal, in all appropriate places. The Offeror's signature must be executed by a Principal of the company duly authorized to make contracts and bind the company to all terms being proposed.
9. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

10. Show information and prices in the format requested. Prices are to be quoted F.O.B. destination, and must include all costs chargeable to the Offeror in executing the contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Offeror shall provide Fulton County the benefit through a reduction in price of any decrease in the Offeror's costs by reason of tax exemptions based upon Fulton County's status as a tax-exempt entity.
11. Propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original specification.

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Failures to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with the specifications as written. Conditional or qualified proposals (except as specifically allowed in the specifications) are subject to rejection in whole or in part.

12. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
13. The successful Offeror must assume full responsibility for delivery of all goods and services proposed and agree to relieve Fulton County of all responsibility and costs for prosecuting claims.
14. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
15. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
16. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
17. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.
19. Offerors submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Offeror to

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perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.

20. By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.
21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Offeror may be found to be "non-responsible" in the future.
22. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be "non-responsible" in the future.
24. Invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to whom the service or product was provided.
25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several Vendors.
26. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.
27. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
28. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors,

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O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the bid envelope.

29. Prior to beginning any work, the successful Offeror shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate from an insurance company showing issuance of Workers' compensation coverage for the State of Georgia or a certificated from the Georgia Workers' Compensation Board showing proof of ability to pay compensation directly.
30. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
  - A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
  - B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
  - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.
31. Any Offeror intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Offers from Joint Ventures that do not include these documents will be rejected as being "non-responsive".

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32. Any Offeror intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in Section 5. Proposals that do not include these completed documents will be rejected as being "non-responsive".

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**SECTION 3  
PROPOSAL REQUIREMENTS**

**3.1 SUBMISSION REQUIREMENTS**

**3.1.1 Proposal Submission Date and Submittal Format**

All proposals, including all attachments, must be received by the County in a sealed package no later than **Thursday, May 26, 2005 at 11:00 A.M.** and must be addressed to:

**#05RFP43449YA State Court Filing System  
Fulton County Department of Purchasing  
Public Safety Building  
130 Peachtree Street S.E. Suite 1168  
Atlanta GA 30303**

The proposal shall consist of a Technical Proposal, a Cost Proposal, and executed Contract Compliance Exhibits (A-F) and Procurement Affidavits. The Technical Proposal shall include Proposer information, technical information, business-related information, and any Technical Proposal forms. The Cost Proposal shall include the Cost Proposal forms and required narrative information describing the basis for pricing and must be separately, sealed, marked and packaged.

The required content of the Technical Proposal and Cost Proposal is further specified in this section of the RFP. The proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

**THE TECHNICAL PROPOSAL, THE COST PROPOSAL AND CONTRACT COMPLIANCE EXHIBITS SHALL BE SUBMITTED IN SEPARATE, SEALED, ENVELOPES OR PACKAGES. THE INCLUSION OF ANY COST INFORMATION IN THE TECHNICAL PROPOSAL MAY RESULT IN SUCH PROPOSAL BEING REJECTED BY THE COUNTY.**

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS  
#05RFP43449YA State Court E-Filing System  
[Technical or Cost] Proposal  
Proposer's Name and Address**

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### **3.1.2 Number of Copies**

Proposers shall submit one (1) original and five (5) copies each of the Technical and Cost Proposals. Proposers shall submit one (1) original and five (5) copies of the Contract Compliance Exhibits. All Proposals must be complete with all requested information.

## **3.2 OVERVIEW OF PROPOSAL REQUIREMENTS**

Proposers shall submit proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the proposal meets the requirements set forth in this section. The County reserves the right to reject any proposal, which in its judgment, does not comply with these proposal submission requirements.

## **3.3 PROPOSAL FORMAT**

The Technical Proposal shall include the appropriate and requested information in sufficient detail.

The Technical Proposal shall be arranged and include content as described below:

### ***Section 1 - Executive Summary***

The executive summary shall include a brief statement of approach to the work, understanding of the project's goals and objectives and demonstrated understanding of the project's potential problems and concerns. The Proposer should concisely describe their understanding of the goals and objectives to be accomplished under this RFP and the Proposer understands of the purposes for electronic filing and internet access in the State Court of Fulton County.

### ***Section 2 – Team Organization***

Provide the following information:

1. Provide a general description of the firm including its principal local business address

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and its parent or holding company, if any.

2. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.

### ***Section 3 – Qualifications and Experience***

1. Provide at least three (3) references. The references must be currently using an electronic filing system developed and supported by the Proposer in use for at least one (1) year with a court system of comparable size and filings to the State Court of Fulton County.
  - a. The name of the project, the owner, and the project location.
  - b. A description of the project.
  - c. Include the contact name, position, address and telephone number of the owner's staff member who was in charge of the project for the owner.
2. Proposer must list the years they have been providing an e-filing system and include data or statistics showing they have provided the system to a Court comparable in size and filings to State Court and that handles complex full-scale litigation.

### ***Section 4 – Format for Proposal***

- A. **Proposer's Description of their Electronic Filing Application.** The Proposer must describe the electronic filing application in detail. Printouts of sample computer screens should be provided. Proposers should be sure to identify which of the features identified in Section IV are available in the current version of the Proposer's software. The Proposer must be able to offer a timetable for completion of all items in Section IV that are not currently available. All items in Section IV must be completed, tested, demonstrated and approved as working properly by the State Court of Fulton County before the e-filing software is implemented. The Proposer must identify how it will handle electronic receipting and notification to the parties. This description must also include how the filing will be date and time stamped. The proposed system must be able to receive requests from litigants that require a judicial order, and send the "signed" order back to the attorney/litigant. Although the proposed electronic filing system will be used in the Court's civil system, the Proposer must indicate how documents, and/or transcripts might be electronically forwarded to the appellate courts, and how the notification of appeal would be electronically registered at the trial court and appellate court(s). Electronic filing in Magistrate Court will involve standardized forms, most of which will be handwritten and filed by pro se litigants.



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- B. Proposer's Proposed Document Storage and Retrieval System.** The Proposer must fully describe the proposed document storage and retrieval system. This description must also include how documents will be indexed, selected and retrieved by State Court. Further, the Proposer must specify how it will ensure the Chief Clerk of State Court maintains custody and control over an exact copy of all data and images filed over the Proposer's system, such as providing the Clerk with a server. Moreover, Proposers must describe how they will facilitate, assist in or offer at no cost a scanning solution to ensure any paper document filed with the Court can be integrated with the proposed e-file system. The Proposer must identify how pro se litigants will be provided access to this system.
- C. Revenue Sharing.** Revenue sharing with the Court will be a contractual element and Proposers should specify the business model and contractual terms for any proposed revenue sharing.
- D. General Public Access to the Imaged Files.** The Proposer must identify how the general public will gain access to the imaged files. The Proposer must identify any fees for general public access, how the information will be protected from changes while the public is accessing the information, whether they will have a capacity to print, and what capacity the court will have to add a "cost recovery fee" on these transactions.
- E. Proposer's Proposed Hardware Architecture.** The Proposer must supply a complete description of the hardware platforms that the Proposer will use to support the system; including an architectural diagram (Any hardware supplied to the county must meet or exceed current county requirements). The hardware specifications that the courts and attorney subscribers will need in order to use the system must also be identified. The hardware requirements must include a detailed description of the recommended Personal Computer specifications.
- F. Proposer's Proposed Network/Telecommunication Requirements.** The Proposer must supply a complete description of the network/telecommunications that it will provide for the system, including a network diagram. The Proposer will also identify the specifications of any networking/telecommunication requirements the courts or attorneys will need in order to support the system. Any networking/telecommunication requirements/upgrades for the county to support the proposed system must meet or exceed current IT standards and be provided by the vendor at no cost to the county.

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- G. Proposer's Proposed Software/Application/Upgrade Requirements.** The Proposer must supply a complete description of the software/application/hardware and future upgrades that it will provide to the State Court. Any proposed software/application running on the county network must meet current county IT standards (Operating system, database, etc.) The Proposer will also identify the specifications of any software/application upgrades the courts or attorneys will need in order to support or access the system.
- H. Proposer's Proposed Accounting System.** The Proposer will need to describe in detail the accounting system that will be used to track fees paid by the courts and attorneys, and how attorney filing fees will be transferred to the courts and their banking institutions.
- I. Proposer's Proposed Electronic Signature Solution(s).** The Proposer must provide at least one electronic signature solution for electronic filing. This solution could be either: electronic, digital, or imaged. The preferred solution is electronic. The Proposer must describe how their solution(s) comports with existing signature rules for the State Court of Fulton County.
- J. Proposer's Proposed Security System.** The Proposer must provide a complete description of the security that will protect the E-file, E-access and all County applications State Court uses. This description should include hardware/firewalls, control over user IDs and passwords. The security system must also fully describe how the system will handle cases that are sealed or expunged. The Proposer must agree that the security must be approved and subject to audits by Fulton County IT and State Court.
- K. Proposer's Proposed Marketing Strategy.** The Proposer must supply a marketing strategy for attorney subscriptions to this electronic filing system.
- L. User Response Time.** The Proposer must indicate the average "user" viewing response time for the various functions of the system. The user response time refers only to server and network response time (i.e. transaction time) – not the functional time required to process a case.
- M. Warranty Designation and Support Service.** The Proposer must supply a complete plan for how the Proposer will support the system for both the court and the private subscribers. The Proposer must provide an accurate and complete statement designating the promises and warranties, and any disclaimers of warranties, limitations or modifications of remedies, of liquidated damages, of any third party, such as the manufacturer of the equipment, to be provided either directly or indirectly to the purchaser of the goods.

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- N. Installation Schedule.** The Proposer must provide a detailed project plan with the proposal. The plan must include details to support the following basic tasks: Development of the Electronic Filing Application; Implementation of Marketing Plans; Hardware Acquisition; Hardware Installation; Training; and a Roll-out Schedule. All hardware purchases or installations are at the expense of the Proposer.
- O. Training and Customer Service.** The Proposer must provide a training plan. This plan must include the training of court personnel and other users of the Proposer's system, including attorneys and other high-volume customers. Training provided to court personnel will be at no charge to the Court or to Fulton County. The training plan should also include intentions of providing continuous and regular customer support and training by Proposer's employees whom are locally or regionally based. Customer service for litigants is to be provided 24 hours a day, 7 days a week.
- P. Court Orders.** The Proposer should state if it is currently under, or anticipates any, indictment or court order or investigation by any government regulatory agency which would affect in any way the Proposer's ability to provide the requested service to the State Court of Fulton County, or if it is subject to any extraordinary regulatory oversight.
- Q. Migration and Integration.** The Proposer should describe in detail a plan to integrate the e-file system with State Court's Banner Case Management System as well as a plan to migrate data and images from State Court's E-filing Project with Pilot Provider, LexisNexis. At most, there are approximately 6.5 million imaged pages of court documents that would need to migrate as well as approximately headers for 650,000 documents that comprise the 6.5 million pages. Data from December 1999 to present is in the Banner System, which is Oracle based.
- R. Working System.** Proposers must be able to demonstrate a working example of their e-filing system to the RFP committee members.
- S. Source Code.** The chosen vendor will agree to keep its source code in escrow and available to State Court for eventualities to be specified in the contract.

### ***Section 5 – Proposer Financial Information***

The Proposer Financial Information section shall include the following:

The Proposer must attach supporting materials as appropriate, including letters of support. The Proposer must supply the financial history of their company over the last five years.

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### ***Section 5 - Confidential and Proprietary Information***

This section of the Proposal shall present technical, financial, other confidential information, and proprietary information that the Proposer claims that may be exempt from public disclosure.

#### **3.4 COST PROPOSAL FORMAT AND CONTENT**

- A. Price/Cost. The Proposer must indicate the base product and any additional products and services required for the electronic filing system proposed in this RFP. The price must include the following items, and should appear in the table below. No proposal will be evaluated without a completed Pricing Table. Additional costs not specified below, to any parties, must be added and explained fully. Costs to additional users (e.g., the General public) must be added to this matrix. The Proposer must absorb any costs not outlined in the submitted table.
- B. Please enclose pricing sheet in separate sealed envelope marked, "Cost Proposal".

### PRICING MATRIX

<b>Cost(s)</b>	<b>Cost(s) to Courts</b>	<b>Cost(s) to Attorneys</b>
The cost, if any, of additional hardware for the courts.		
The cost, if any, of additional hardware for litigants.		
The cost, if any, of additional network requirements for the courts.		
The cost, if any, of network requirements for the litigants.		
The cost, if any, of additional software for the courts.		
The cost, if any, of software for the litigants.		
Any monthly/annual fees required of the courts		
Any monthly/annual fees required of the litigants.		
All user fees for the courts—please be specific, any charges not specifically identified in this section will not be permitted in the contract.		
All user fees for the attorneys, litigants or pro se's—please be specific, any charges not specifically identified in this section will not be permitted in the contract.		
Costs, if any, associated with software version upgrades		
Cost, if any, to Integrate E-filing with the Court's current Case Management System		
Cost, if any, to migrate Pilot e-filed data and images to Vendor's e-filing system		

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### 3.5 SPECIFICATIONS FOR THE PROPOSAL

- A. The proposed system will be utilized in civil case types at the discretion of the Chief Judge's order, and for those case types, electronic filing will be mandatory.
- B. The State Court should not have to expend any resources on hardware. All hardware, software application, system upgrades and all maintenance support and funding will be provided by the Proposer at no cost to Fulton County. Neither the Court nor the County should have to expend any resources on networking or telecommunications. All networking or telecommunication upgrades will be provided by the Proposer at no cost to Fulton County.
- C. Networking must comply with Fulton County standards on telecommunications.
- D. Any document server must comply with State of Georgia and Fulton County retention standards.
- E. State Court should not have to expend any resources on software applications.
- F. New cases must populate an Electronic Filing Screen. Clerks in the State Court must have the ability to either reject or accept filings.
- G. Access to the imaged documents must be 24 hours a day 7 days a week—except for routine maintenance. Court staff, as well as legal counsel must have electronic access to the imaged documents. Attorneys must have a capacity to send copies of their filings to anyone. Court access to these documents must not cost Fulton County or the State Court of Fulton County anything. Court access must reside in the clerk of court's office and in the chambers of judges who participate in the program. Legal counsel must have access only to the documents it has filed in any case.
- H. Attorneys/Pro Se's should not be able to access the Oracle Database.
- I. The system(s) must be Windows 2003 and/or Windows XP compatible. The application must be able to work with Norton Antivirus on the same server and there can not be any generic login accounts on the box.
- J. System must be vendor and version neutral regarding word processing capabilities.

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- K. The Proposer must provide a mechanism for the court to electronically send orders to legal counsel and get receipts.
  - L. Proposer must provide a "disaster recovery" plan that is a real time replication of information stored at the Proposer's primary data storage site. Disaster recovery is defined as any necessary hardware and internet connectivity required allowing the continued storage and transfer of files.
  - M. The Proposer must provide for offsite storage of the data stored on a daily basis.
  - N. The Proposer must provide a solution for the Chief Clerk's office to possess an electronic copy of all "imaged documents" in an indexed format.
  - O. The document server must meet the Chief Clerk's office Data System's Division requirements which encompass RAID level 5 protection.
  - P. The solution(s) must provide for Internet access to the civil case management information.
  - Q. All documents must be stored in read-only PDF format.
  - R. The Proposer must provide an electronic signature solution for filing documents and for judge orders. The Proposer must attach rules of court and statutes from other jurisdictions that have authorized the electronic signature.
  - S. Court filing fees will be collected by the Proposer and deposited in the Court's bank account within twenty-four (24) hours.
  - T. Sealed and/or suppressed cases and/or documents must be secure. Proposers must propose a method for ensuring this security.
  - U. Proposers must maintain a detailed transaction log by user ID.
  - V. All cases in the database must be indexed for court staff and should also be keyed for indexing by specific attorney subscribers for their cases.
  - W. The system must provide for electronic acknowledgments and receipts to the Court and user-litigants for all filings and fees.
  - X. The Proposer must provide a mechanism for either the court or the attorney to print any document imaged on the database related to their cases without loss of content or appearance.

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- Y. The Proposer must provide network security between their system and the Court. Access to the system must be by user ID and must be password protected. Users will have the ability to change their own password. The network security established for this system must meet or exceed IT and Court standards.



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**SECTION 4**  
**EVALUATION CRITERIA**

**4.1 PROPOSAL EVALUATION – SELECTION CRITERIA**

Selection will include an analysis of proposals by a selection committee composed of three (3) members from State Court Staff and two (2) from Purchasing Staff with a County IT representative serving as a technical advisor to ensure responses meet County's minimum IT technical requirements. The committee may request oral interviews and/or site visits. The committee will report its findings and recommendations to Chief Clerk of State Court who shall then make a recommendation to the members of the Fulton County Commission.

The following criteria will be used to evaluate the proposals submitted in response to this RFP.

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	<b>EVALUATION CRITERIA</b>	<b>WEIGHT</b>
A.	Ability of the Proposer to provide the services requested in this RFP.	30%
B.	Extent to which the Proposer completed all of the requirements in Section 2 of this RFP. The Proposer's proposal must be complete; sections must be clearly identified in the Proposer's proposal.	2.5%
C.	Extent to which the Proposer satisfies all of the requirements in Section 3 of this RFP.	5%
D.	Quality and performance of providing requested services to a court system of comparable size and the length of that service, along with references.	20%
E.	Proposer's proposed plan to provide 24 hours a day and 7 days a week customer support as well as local training for litigants using the system.	20%
F.	Financial stability of Proposer based on requirements set forth in RFP.	5%
G.	Proposers past performance and commitment to future innovations as they relate to the proposed services requested in the RFP.	2.5%
H.	Costs of the proposed services to the State Court of Fulton County and the other parties receiving the proposed service as outlined in Section 3 of this RFP	5%
I.	Local Preference - receiving local preference is based on organization having an office located in Fulton County.	10%
	<b>TOTAL POINTS</b>	<b>100%</b>

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## SECTION 5 PROPOSAL FORMS

### 5.1 INTRODUCTION

To be deemed responsive to this RFP, Proposers must provide the information requested and complete in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Proposal Forms. Proposers should reproduce each Proposal Form, as required, and complete the appropriate portions of the forms provided in this section.

#### **Procurement Affidavits**

Procurement Affidavit Form 1	Certification Regarding Debarment
Procurement Affidavit Form 2	Form A: Non-Collusion Affidavit (Prime) Form B: Sub-Contractor Non-Collusion Affidavit
Procurement Affidavit Form 3	Certificate of Acceptance of Request for Proposal Requirements

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## **5.2 PROCUREMENT AFFIDAVIT FORMS DESCRIPTION**

The following paragraphs present an overview of each Procurement Affidavit Form required.

### **5.2.1 Certification Regarding Debarment**

Proposer shall complete and submit Form 1, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

### **5.2.2 Non-Collusion Affidavit**

The proposal shall include a copy of Proposal Form 2A, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants. Additionally, all sub-contractors shall execute a copy of Proposal Form 2B which shall also be submitted with the proposal.

### **5.2.3 Certificate of Acceptance of Request for Proposal Requirements**

Proposer shall complete and submit Form 3, which certifies that Proposer has read the solicitation including all addenda, exhibits, attachments and appendices.

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STATE OF GEORGIA

COUNTY OF FULTON

**NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR**

I, \_\_\_\_\_ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), \_\_\_\_\_ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of \_\_\_\_\_ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_  
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

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**NOTE:**

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

STATE OF GEORGIA

COUNTY OF FULTON

**NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR**

I, \_\_\_\_\_ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), \_\_\_\_\_ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of \_\_\_\_\_ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_  
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

---

**NOTE:**

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.



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**CERTIFICATE OF ACCEPTANCE OF REQUEST**  
**FOR PROPOSAL REQUIREMENTS**

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #\_\_\_\_\_ to #\_\_\_\_\_ inclusive, including any addenda #\_\_\_\_\_ to #\_\_\_\_\_ exhibit(s) #\_\_\_\_\_ to #\_\_\_\_\_, attachment(s) #\_\_\_\_\_ to #\_\_\_\_\_, and/or appendices #\_\_\_\_\_ to #\_\_\_\_\_, in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**(Affix Corporate Seal)**

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## SECTION 6

### CONTRACT COMPLIANCE REQUIREMENTS

#### 6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

**Equal Business Opportunity Plan (EBO Plan):** In addition to the proposal submission requirements, each vendor must submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent must outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan must identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

**Prompt Payment:** The prime contractor must certify in writing and must document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

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## 6.2 REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

- **Exhibit A** – Promise of Non-Discrimination
- **Exhibit B** – Employment Report
- **Exhibit C** – Schedule of Intended Subcontractor Utilization
- **Exhibit D** – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- **Exhibit E** – Declaration Regarding Subcontractors Practices
- **Exhibit F** – Joint Venture Disclosure Affidavit
- **Equal Business Opportunity Plan (EBO Plan)** – This document is not a form. It is a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

All Contract Compliance documents (Exhibits A – F and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked "Contract Compliance". The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

The following document must be completed as instructed if awarded the project:

- **Exhibit G** – Prime Contractor's Subcontractor Utilization Report

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## EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (\_\_\_\_\_),  
Name

\_\_\_\_\_  
Title Firm Name  
Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_

## EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder/proposer **must** be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

### EMPLOYEES

CATEGORY	NATIVE AMERICAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CAUCASIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
Mgmt/Official												
Professional												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Other (specify)												
TOTALS												

FIRM'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

This completed form is for (Check one) ☐ Bidder/Proposer ☐ Subcontractor

Submitted by: \_\_\_\_\_ Date Completed: \_\_\_\_\_

---

## EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer: \_\_\_\_\_

ITB/RFP Number: \_\_\_\_\_

Project Name or Description of Work/Service(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is \_\_\_\_\_ is not \_\_\_\_\_ a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

\_\_\_\_\_  
\_\_\_\_\_

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

\*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); \*\*If yes, please attach copy of recent certification.

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

\*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); \*\*If yes, please attach copy of recent certification.

---

**Total Dollar Value of Subcontractor Agreements: (\$)**

**Total Percentage Value: (%)**

**CERTIFICATION:** The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Firm or Corporate Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** (     ) \_\_\_\_\_

**Fax Number:** (     ) \_\_\_\_\_

**Email Address:** \_\_\_\_\_



---

**EXHIBIT D**

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR  
OR  
PROVIDE MATERIALS OR SERVICES**

This form **must** be completed by **ALL** known subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors at time of bid submission.

To: \_\_\_\_\_  
(Name of Prime Contractor Firm)

From: \_\_\_\_\_  
(Name of Subcontractor Firm)

ITB/RFP Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

\_\_\_\_\_  
(Prime Bidder)

\_\_\_\_\_  
(Subcontractor)

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

---

## EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

\_\_\_\_\_ hereby declares that it is my/our intent to  
(Bidder)

perform 100% of the work required for \_\_\_\_\_  
(ITB/RFP Number)

\_\_\_\_\_  
(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

### AUTHORIZED COMPANY REPRESENTATIVE

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

---

## EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. \_\_\_\_\_

Project Name \_\_\_\_\_

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

**1. Firms:**

1) Name of Business: \_\_\_\_\_

Street Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

2) Name of Business: \_\_\_\_\_

Street Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

3) Name of Business: \_\_\_\_\_

Street Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

NAME OF JOINT VENTURE (If applicable): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PRINCIPAL OFFICE: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_

---

**Note:** Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
12. The authority of each joint venturer to commit or obligate the other: \_\_\_\_\_  
\_\_\_\_\_
13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: \_\_\_\_\_  
\_\_\_\_\_

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

**WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.**

FOR \_\_\_\_\_  
(Company)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

State of \_\_\_\_\_:

County of \_\_\_\_\_:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, appeared \_\_\_\_\_, the undersigned known to me to be the person described in the foregoing Affidavit and acknowledge that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

## EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report must be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply shall result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

<b>REPORTING PERIOD</b>	<b>PROJECT NAME:</b>
<b>FROM:</b>	<b>PROJECT NUMBER:</b>
<b>TO:</b>	<b>PROJECT LOCATION:</b>

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Telephone #:						

AMOUNT OF REQUISITION THIS PERIOD: \$ \_\_\_\_\_  
 TOTAL AMOUNT REQUISITION TO DATE: \$ \_\_\_\_\_

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)					
Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period Starting Date Ending Date
TOTALS					

Executed By: \_\_\_\_\_ (Signature)  
 Notary: \_\_\_\_\_ Date: \_\_\_\_\_ (Printed Name)  
 My Commission Expires: \_\_\_\_\_

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Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 763-6300, for further assistance.

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**SECTION 7**  
**INSURANCE AND RISK MANAGEMENT PROVISIONS**



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### Insurance and Risk Management Provisions

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. **WORKERS COMPENSATION – STATUTORY** (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

EMPLOYER'S LIABILITY	BY ACCIDENT - EACH ACCIDENT	-	\$500,000
INSURANCE	BY DISEASE - POLICY LIMIT	-	\$500,000
(Aggregate)	BY DISEASE - EACH EMPLOYEE	-	\$500,000

2. **COMMERCIAL GENERAL LIABILITY INSURANCE** (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	-	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	-	\$2,000,000
Products\Completed Operation	Aggregate Limit	-	\$1,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Fire Damage	Limits	-	\$100,000

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**  
**Combined Single Limits** Each Occurrence - \$1,000,000  
(Including operation of non-owned, owned, and hired automobiles).

4. **ELECTRONIC DATA PROCESSING LIABILITY**  
(Required if computer contractor) Limits - \$1,000,000

**5. UMBRELLA LIABILITY**

(In excess of above noted coverage's) Each Occurrence - \$2,000,000

**6. PROFESSIONAL LIABILITY**

Each Occurrence - \$1,000,000  
(Required if respondent providing quotation for professional services).

**7. FIDELITY BOND**

(Employee Dishonesty) Each Occurrence - \$ 100,000

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

If Fulton County Government shall so request, the Offeror, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government – Purchasing Department  
130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459

The Contractor/Vendor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

**Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, or the performance, or nonperformance, of it's obligations under this agreements.**

THE OFFEROR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

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**SECTION 8  
APPENDICES**

- *Fulton County State Court's Number of Filing Statistical Appendix*

# APPENDIX A

	State Court Civil Suits	Torts	Personal Injury	Abandoned Motor Vehicles	Personal Property Foreclosure	Garnishments	Magistrate Court Civil Suits	Total
2001	10,411	1970	1238	15,113	Part of Abandoned Motor Vehicles	14,209	8356	51,610
2002	12,552	2437	1152	15,543	438	13,409	7932	53,883
2003	13,766	2003	1208	544	13,790	14,255	8767	54,844